

May 14, 2007

**Via Email and Federal Express**

William H. Hyatt, Jr.  
D: 973.848.4045  
F: 973.848.4001  
william.hyatt@klgates.com

Alice Yeh  
ATTN: Lower Passaic River Remedial Project Manager  
Emergency and Remedial Response Division  
U.S. EPA, Region 2  
290 Broadway, 19<sup>th</sup> Floor  
New York, New York 10007

Re: Lower Passaic River Study Area – Performance Guarantee/Trust Agreement

Dear Alice:

Pursuant to Paragraph 98 of the "Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study," captioned "In the Matter of Lower Passaic River Study Area portion of the Diamond Alkali Superfund Site," CERCLA Docket No. 02-2007-2009 (the "RI/FS Agreement"), EPA has approved, as an initial Performance Guarantee, a Trust Fund pursuant to a Trust Agreement. EPA previously reviewed and approved of the form of Trust Agreement.

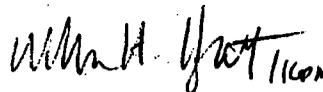
I am writing on behalf of the RI/FS Agreement Settling Parties to notify EPA that the Settling Parties have executed or otherwise finalized all instruments required in order to make the Trust Agreement legally binding.

Also included herein is the final, executed Trust Agreement for the Lower Passaic River Study Area Portion of the Diamond Alkali Superfund Site, dated May 10, 2007, including signature pages for the Trustee, U.S. Bank, and each of the Grantors.

By submitting this notification, along with the enclosed executed Trust Agreement, Settling Parties have satisfied both of the requirements of Paragraph 98 of the RI/FS Agreement.

Please let me know if you have any questions or concerns.

Sincerely,



William H. Hyatt, Jr.

Enclosures

cc: Sarah Flanagan, Esq. (with enclosures)



RECEIVED  
MAY 15 2007

## **TRUST AGREEMENT**

Lower Passaic River Study Area Portion of the Diamond Alkali Superfund Site

Dated: May 10, 2007

This Trust Agreement (this "Agreement") is entered into as of this 10<sup>th</sup> day of May, 2007 by and between the Settling Parties whose names and states of incorporation are set forth in Appendix A to this Trust Agreement (the "Grantors"), and U.S. Bank National Association, a National Banking Association (the "Trustee").

Whereas, the United States Environmental Protection Agency ("EPA"), an agency of the United States government, and the Grantors have entered into an RI/FS Administrative Settlement Agreement and Order on Consent, to which this Trust Agreement is attached as Exhibit E (hereinafter the "Settlement Agreement"), with respect to the Lower Passaic River Study Area Portion of the Diamond Alkali Superfund Site (the "Site");

Whereas, the Settlement Agreement provides, in Article XXVI, that the Grantors shall provide assurance that funds will be available as and when needed for performance of the Work required by the Settlement Agreement;

Whereas, in order to provide such financial assurance, Grantors have agreed to establish and fund the trust created by this Agreement; and

Whereas, the Grantors, acting through their duly authorized officers, have selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantors and the Trustee agree as follows:

***Section 1. Definitions. As used in this Agreement:***

(a) The term "Beneficiary" shall have the meaning assigned thereto in Section 3 of this Agreement.

(b) The term "Business Day" means any day, other than a Saturday or a Sunday, that banks are open for business in the State of New Jersey, USA.

(c) The term "Claim Certificate" shall have the meaning assigned thereto in Section 4(a) of this Agreement.

(d) The term "Fund" shall have the meaning assigned thereto in Section 3 of this Agreement.

(e) The term "Grantors" shall have the meaning assigned thereto in the first paragraph of this Agreement.

(f) The term "Objection Notice" shall have the meaning assigned thereto in Section 4(b) of this Agreement.

(g) The term "Settlement Agreement" shall have the meaning assigned thereto in the second paragraph of this Agreement.

(h) The term "Site" shall have the meaning assigned thereto in the first paragraph of this Agreement.

(i) The term "Trust" shall have the meaning assigned thereto in Section 3 of this Agreement.

(j) The term "Trustee" shall mean the trustee identified in the first paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.

(k) The term "Work" shall have the meaning assigned thereto in the Settlement Agreement.

**Section 2. Identification of Facilities and Costs.** This Agreement pertains to costs for Work required at the Site, pursuant to the above referenced Settlement Agreement.

**Section 3. Establishment of Trust Fund.**

(a) The Grantors and the Trustee hereby establish a trust (the "Trust"), for the benefit of EPA (the "Beneficiary"), to assure that funds are available to pay for performance of the Work in the event that Grantors fail to conduct or complete the Work required by, and in accordance with the terms of, the Settlement Agreement. The Grantors and the Trustee intend that no third party shall have access to monies or other property in the Trust except as expressly provided herein.

(b) The Trust is established initially as consisting of funds in the amount of eight million U.S. Dollars (\$8,000,000). This initial payment shall be deposited into the Trust within 90 days from the Effective Date of the Settlement Agreement. Within one year and 90 days from the Effective Date, a second payment of ten million U.S. Dollars (\$10,000,000) shall be deposited into the Trust. Within two years and 90 days from the Effective Date, a third payment of ten million U.S. Dollars (\$10,000,000) shall be deposited into the Trust. Within three years and 90 days from the Effective Date, a fourth payment of nine million U.S. Dollars (\$9,000,000) shall be deposited into the Trust. The timing or the amount of the second, third and fourth payment amounts may be amended pursuant to Paragraph 100 and/or Paragraph 102 of the Settlement Agreement. The Trustee shall be notified in writing by Grantors' Representative of any such amendment of timing of payment amounts. Such funds, along with any other monies and/or other property hereafter deposited into the Trust, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund."

(c) The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantors, any payments necessary to discharge any liabilities of the Grantors owed to the United States.

**Section 4. Payment for Work Required Under the Settlement Agreement.** The Trustee shall make payments from the Fund in accordance with the following procedures.

(a) From time to time, the Grantors and/or their authorized representative may request that the Trustee make payment from the Fund for Work performed under the Settlement Agreement by delivering to the Trustee and EPA a written invoice and certificate (together, a "Claim Certificate") signed by the Grantors' Representative(s) and certifying:

(i) that the invoice is for Work performed at the Site in accordance with the Settlement Agreement;

(ii) a description of the Work that has been performed, the amount of the claim, and the identity of the payee(s); and

(iii) that the Grantors have sent a copy of such Claim Certificate to EPA, both to the EPA attorney and the EPA RPM at their respective addresses shown in this Agreement, including the date on which such copy was sent and, in the case of electronic delivery, the date on which such copy was received by EPA as evidenced by a e-mail, facsimile, or other similar delivery methods, or in the case of regular mail, Grantors will provide Trustee with proof of service upon EPA by overnight delivery, certified mail, or other similar delivery methods, within a reasonable time after service is complete.

(iv) the Claim Certificate shall designate the entity to which the requested payment from the Fund is to be made.

(b) EPA may object to any payment requested in a Claim Certificate submitted by the Grantors (or their authorized representative), in whole or in part, by delivering to the Trustee a written notice (an "Objection Notice") within fifteen (15) days after the date of EPA's receipt of the Claim Certificate as shown on the relevant return receipt. An Objection Notice sent by EPA shall state (i) whether EPA objects to all or only part of the payment requested in the relevant Claim Certificate; (ii) the basis for such objection, (iii) that EPA has sent a copy of such Objection Notice to the Grantors and the date on which such copy was sent; and (iv) the portion of the payment requested in the Claim Certificate, if any, which is not objected to by EPA, which undisputed portion the Trustee shall proceed to distribute in accordance with Section 4(d) below. EPA may object to a request for payment contained in a Claim Certificate only on the grounds that the requested payment is either (x) not for the costs of Work under the Settlement Agreement or (y) otherwise inconsistent with the terms and conditions of the Settlement Agreement.

(c) If the Trustee receives a Claim Certificate and does not receive an Objection Notice from EPA within the time period specified in Section 4(b) above, the Trustee shall, after the expiration of such time period, promptly make the payment from the Fund requested in such Claim Certificate.

(d) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, but which Objection Notice objects to only a portion of the requested payment, the Trustee shall, after the expiration of such time period, promptly make payment from the Fund of the uncontested amount as requested in the Claim Certificate. The Trustee shall not make any payment from the Fund for the portion of the requested payment to which EPA has objected in its Objection Notice.

(e) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, which Objection Notice objects to all of the requested payment, the Trustee shall not make any payment from the Fund for amounts requested in such Claim Certificate.

(f) Any disputes with respect to requests for payments or Objection Notices shall be resolved pursuant to Section XV (Dispute Resolution) of the Settlement Agreement.

(g) If, at any time during the term of this Agreement, EPA implements a "Work Takeover" pursuant to the terms of the Settlement Agreement and intends to direct payment of monies from the Fund to pay for performance of Work during the period of such Work Takeover, the timing and amounts of the payments established by Section 3(b) above shall be

superseded, and consistent with the requirements of Paragraph 101 of the Settlement Agreement, the Grantors shall immediately upon written demand of EPA deposit into the Trust in immediately available funds and without setoff, counterclaim or condition of any kind, a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, as determined by EPA. EPA shall notify the Trustee in writing of EPA's commencement of such Work Takeover. Upon receiving such written notice from EPA, the disbursement procedures set forth in Sections 4(a)-(e) above shall immediately be suspended, and the Trustee shall thereafter make payments from the Fund only to such person or persons as the EPA may direct in writing from time to time for the sole purpose of providing payment for performance of Work required by the Settlement Agreement. Further, after receiving such written notice from EPA, the Trustee shall not make any disbursements from the Fund at the request of the Grantors, including their representatives, or of any other person except at the express written direction of EPA. If EPA ceases such a Work Takeover in accordance with the terms of the Settlement Agreement, EPA shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Sections 4(a)-(e) above shall be reinstated.

(h) While this Agreement is in effect, disbursements from the Fund are governed exclusively by the express terms of this Agreement.

*Section 5. Trust Management.* The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with directions which the Grantors may communicate in writing to the Trustee from time to time, except that:

(a) securities, notes, and other obligations of any person or entity shall not be acquired or held by the Trustee with monies comprising the Fund, unless they are securities, notes, or other obligations of the U.S. government or any U.S. state government or as otherwise permitted in writing by the EPA;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent such deposits are insured by an agency of the U.S. or any U.S. state government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

*Section 6. Commingling and Investment.*

(a) The Trustee is expressly authorized in its discretion to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions hereof and thereof, to be commingled with the assets of other trusts participating therein.

(b) The Trustee is authorized to purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

*Section 7. Express Powers of Trustee.* Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. government or any U.S. state government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; and

(c) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the U.S. government.

**Section 8. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund shall be paid from the Fund. All other expenses and charges incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee, and all other proper charges and disbursements of the Trustee, shall be paid by the Grantors. If the Grantors do not pay such expenses or charges directly within the time period agreed to by the Grantors and the Trustee, the Trustee, on written notice to the EPA attorney and the EPA RPM at their respective addresses shown in this Agreement, may seek payment from the Fund.

**Section 9. Annual Valuation.** The Trustee shall annually, no more than thirty (30) days after the anniversary date of establishment of the Fund, furnish to the Grantors and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The annual valuation shall include an accounting of any fees or expenses levied against the Fund. The Trustee shall also provide such information concerning the Fund and this Trust as EPA may request from time to time.

**Section 10. Advice of Counsel.** The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder; provided, however, that any counsel retained by the Trustee for such purposes may not, during the period of its representation of the Trustee, serve as counsel to the Grantors under this Agreement.

**Section 11. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantors and as notified in writing to the Beneficiary.

**Section 12. Trustee and Successor Trustee.** The Trustee and any replacement Trustee must be approved in writing by EPA and must not be affiliated with any of the Grantors. The Trustee may resign or the Grantors may replace the Trustee, but such resignation or replacement shall not be effective until the Grantors have appointed a successor trustee approved in writing by EPA and this successor accepts such appointment. The successor trustee shall have

the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantors cannot or do not act in the event of the resignation of the Trustee, the Trustee may apply to EPA or a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Fund and the Trust in a writing sent to the Grantors, the Beneficiary, and the present Trustee by certified mail no less than 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 8.

**Section 13. Instructions to the Trustee.** All orders, requests and instructions to the Trustee by the Grantors shall be in writing and signed by any of the persons designated in the attached Appendix B (the "Grantors Representative(s)") or such other designees as the Grantors may designate by amendment to Appendix B. All instructions to the Trustee shall be in writing, signed by such persons as are empowered to act on behalf of the entity giving such instructions. Such instruction may include, but not be limited to, instructions to direct the Trustee in any manner regarding the preparation and filing of Tax Returns, if any, by the Trustee. The Trustee shall be fully protected in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

**Section 14. Amendment of Agreement.** This Agreement may be amended only by an instrument in writing executed by the Grantors or the Grantors' Representative(s) and the Trustee, and with the prior written consent of EPA.

**Section 15. Irrevocability and Termination.** This Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) receipt of EPA's notice of completion of work pursuant to the Settlement Agreement and (b) the complete exhaustion of the Fund comprising the Trust as certified in writing by the Trustee to EPA and the Grantors. Upon termination of the Trust pursuant to Section 15(a), all remaining trust property (if any), less final trust administration expenses, shall be delivered to the Grantors.

**Section 16. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantors or the EPA issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantors from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in good faith in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantors fail to provide such defense. If the Grantors fail to fulfill their obligations as set forth in this Section, the Fund shall indemnify and save harmless the Trustee as provided hereinabove.

**Section 17. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

**Section 18. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

**Section 19. Notices.** All notices and other communications given under this agreement shall be in writing and shall be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantors, to William H. Hyatt, Jr., Coordinating Counsel, LPRSA Cooperating Parties Group, c/o K&L Gates, One Newark Center, Newark, N.J. 07102, or [william.hyatt@klgates.com](mailto:william.hyatt@klgates.com).

(b) If to the Trustee, to U.S. Bank National Association, Corporate Trust Department, 21 South Street Morristown, NJ 07960 tel 973-898-7160, fax # 973-682-4540.

(c) If to EPA, to Alice Yeh, Remedial Project Manger for the Site at 290 Broadway, New York, NY 10007, or [yeh.alice@epamail.epa.gov](mailto:yeh.alice@epamail.epa.gov), and Sarah P. Flanagan, Assistant Regional Counsel, New Jersey Superfund Branch, USEPA Region 2, at 290 Broadway, New York, NY 10007, or [flanagan.sarah@epamail.epa.gov](mailto:flanagan.sarah@epamail.epa.gov).

**Section 20. Method of Execution.** This Trust Agreement shall be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

## Appendix A

	<u>Grantor</u>	<u>State of Incorporation</u>
1.	Ashland Inc.	Kentucky
2.	BASF Corporation, on its own behalf and on behalf of BASF Catalysts LLC	Delaware
3.	Benjamin Moore & Co.	New Jersey
4.	CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation	Delaware
5.	Celanese Ltd	Texas
6.	Chemtura Corporation and Raclaur, LLC as current and former owner of the property f/k/a Atlantic Industries	Delaware
7.	Chevron Environmental Management Company, for itself and on behalf of Texaco, Inc. (Delaware)	California
8.	Coltec Industries	Pennsylvania
9.	Conopco, Inc. d/b/a Unilever (as successor to CPC/Bestfoods, former parent of the Penick Corporation (facility located at 540 New York Avenue, Lyndhurst, NJ))	New York
10.	Croda Inc.	Delaware
11.	E. I. du Pont de Nemours and Company	Delaware
12.	EPEC Polymers, Inc. on behalf of itself and EPEC Oil Company Liquidating Trust (El Paso)	Delaware
13.	Eden Wood Corporation	Delaware
14.	Essex Chemical Corporation	New Jersey
15.	Franklin-Burlington Plastics, Inc.	Delaware
16.	Garfield Molding Co., Inc.	New Jersey
17.	General Electric Company	New York
18.	General Motors Corporation	Delaware
19.	Givaudan Fragrances Corporation (Fragrances North America)	Delaware
20.	Goodrich Corporation on behalf of itself and Kalama Specialty Chemicals, Inc.	New York
21.	Hess Corporation, on its own behalf and on behalf of Atlantic Richfield Company	Delaware
22.	Hexcel Corporation	Delaware
23.	Hoffmann-La Roche Inc. on its own behalf, and on behalf of its affiliate Roche Diagnostics	New Jersey
24.	Honeywell International Inc.	Delaware
25.	Kao Brands Company	Delaware
26.	Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership	New York
27.	Lucent Technologies Inc.	Delaware
28.	Mallinckrodt Inc.	Delaware
29.	Millennium Chemicals, Inc. and its affiliated entities MHC, Inc. (on behalf of itself and Walter Kidde & Company, Inc.), Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation) and Equistar Chemicals LP	Delaware Virginia
30.	National-Standard LLC	Delaware
31.	Newell Rubbermaid Inc., on behalf of itself and its wholly-owned subsidiaries Goody Products, Inc. and Berol Corporation (as successor	Delaware

	by merger to Faber-Castell Corporation)	
32.	News Publishing Australia Ltd. (successor to Chris-Craft Industries)	Delaware
33.	Novelis Corporation (f/k/a Alcan Aluminum Corporation)	Texas
34.	NPEC Inc.	California
35.	Occidental Chemical Corporation (as successor to Diamond Shamrock Chemicals Company)	New York
36.	Otis Elevator Company	New Jersey
37.	Pharmacia Corporation (f/k/a Monsanto Company)	Delaware
38.	PPG Industries, Inc.	Pennsylvania
39.	Public Service Electric and Gas Company	New Jersey
40.	Purdue Pharma Technologies, Inc.	Delaware
41.	Quality Carriers, Inc. as successor to Chemical Leaman Tank Lines, Inc., its affiliates and parents	Illinois
42.	Reichhold Chemicals, Inc.	Delaware
43.	Sequa Corporation	Delaware
44.	Sun Chemical Corporation	Delaware
45.	Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, including its former division Staley Chemical Company)	Delaware
46.	Teval Corporation	New York
47.	Textron Inc.	Delaware
48.	The BOC Group, Inc.	Delaware
49.	The Hartz Consumer Group, Inc., on behalf of The Hartz Mountain Corporation	Delaware
50.	The Newark Group	New Jersey
51.	The Sherwin-Williams Company	Delaware
52.	The Stanley Works	Connecticut
53.	Tiffany and Company	Delaware
54.	Vertellus Specialties Inc. f/k/a Reilly Industries, Inc.	Indiana
55.	Vulcan Materials Company	New Jersey
56.	Wyeth, on behalf of Shulton, Inc.	Delaware

**Appendix B**  
Grantors Representative(s)

William H. Hyatt, Jr., Esq.  
as Grantor Representative under Trust Agreement dated May 10, 2007  
between the Grantors and U.S. Bank National Association regarding  
the LPRSA portion of the Diamond Alkali Superfund Site  
K&L Gates LLP  
One Newark Center, 10<sup>th</sup> Floor  
Newark, N.J. 07102,  
P: 973-848-4045  
F: 973-848-4001  
william.hyatt@klgates.com

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

TRUSTEE

U.S. BANK NATIONAL ASSOCIATION

[Name of Company]

S Roche

[Signature]

STEPHANIE ROCHE

[Printed Name]

VICE PRESIDENT

[Title]

State of \_\_\_\_\_

County of \_\_\_\_\_

On this 10 day of May, 2007, before me personally came STEPHANIE ROCHE  
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is VICE PRESIDENT  
[Title]

U.S. BANK NATIONAL ASSOCIATION  
of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Heather M. Armstrong  
[Signature of Notary Public]

HEATHER M. ARMSTRONG  
ID # 2198344  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/29/2012

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE**

**TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Ashland Inc.



[Signature]

Michael S. Roe

Senior Counsel

State of Kentucky

County of Kenton

On this 19<sup>th</sup> day of March, 2007, before me personally came Michael S. Roe to me known, who, being by me duly sworn, did depose and say that he is Senior Counsel of Ashland Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto.



[Signature of Notary Public]

**REBECCA D PROFFITT**

**Notary Public, Kentucky, State At Large**

**My Commission Expires June 1, 2007**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

**BASF Corporation, on its own behalf and on behalf of BASF Catalysts LLC**

[Name of Company]

Nan Bernardo  
[Signature]

**Nan Bernardo**  
[Printed Name]

**Environmental Counsel**  
[Title]

State of New Jersey

County of Morris

On this 21 day of March 2007, before me personally came Nan Bernardo  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is  
Environmental Counsel  
[Title]

of BASF Corporation, on its own behalf and on behalf of BASF Catalysts LLC, the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

Carol A. Diaz  
[Signature of Notary Public]

**CAROL A. DIAZ**  
**A Notary Public of New Jersey**  
**My Commission Expires June 15, 2008**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Benjamin Moore & Co.

[Name of Company]

[Signature]

James L. Megin

[Printed Name]

VP Finance, Chief Information Officer and Treasurer

[Title]

State of New Jersey

County of Bergen

On this 14<sup>th</sup> day of March, 2007, before me personally came James L. Megin, to me known, who, being by me duly sworn, did depose and say that she/he is VP Finance, Chief Information Officer and Treasurer of Benjamin Moore & Co., the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

Regina M. Kilgallen-Burde  
[Signature of Notary Public]

**Regina M. Kilgallen-Burde**  
**A Notary Public of New Jersey**  
**No. 2226399**  
**My Commission Expires July 6, 2009**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

CBS Corporation  
[Name of Company]

  
[Signature]

Eric J. Sobczak, Esquire  
[Printed Name]

Vice President, Associate General Counsel  
[Title]

Commonwealth  
State of Pennsylvania

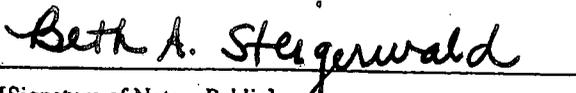
County of Allegheny

On this 19th day of March, 2007, before me personally came Eric J. Sobczak  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Vice President,  
Associate General Counsel  
[Title]

of CBS Corporation, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Beth A. Steigerwald, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Feb. 4, 2011  
Member, Pennsylvania Association of Notaries



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Celanese Ltd.  
[Name of Company]

*James E. Shields*  
[Signature]



James E. Shields  
[Printed Name]

Vice President & Treasurer of Celanese International Corporation,  
General Partner of Celanese Ltd.  
[Title]

State of Texas

County of Dallas

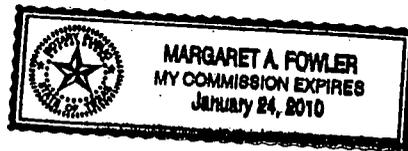
On this 19 day of March, 2007, before me personally came James E. Shields  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is VP & Treasurer  
[Title]

of Celanese Intl. Corp. the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

*Margaret A. Fowler*  
[Signature of Notary Public]



**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE**

**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Chemtura Corporation and Raclaur, LLC as current and former owner of the property f/k/a  
Atlantic Industries

[Name of Company]

*Philip Tinkler*

[Signature]

PHILIP TINKLER

[Printed Name]

VP

[Title]

State of ILLINOIS

County of COOK

On this 13<sup>th</sup> day of March, 2007, before me personally came Philip Tinkler

[Name of Grantor Official]

to me known, who, being by me duly sworn, did depose and say that she/he is VP

[Title]

of Raclaur, LLC, the corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

*Hui Hwa Nam*

[Signature of Notary Public]



**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE**

**TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

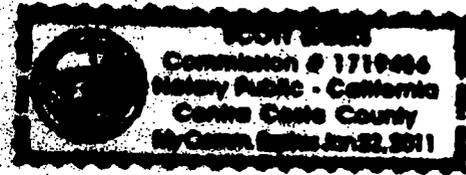
Robert J. John  
[Signature of Grantor]

Robert J. John, Assistant Secretary, Chevron Environmental Management Company,  
for itself and on behalf of Texaco Inc.  
[Name and Title]

State of California  
County of Contra Costa

On this 16<sup>th</sup> day of March, 2007, before me personally came Robert <sup>R.</sup>J. John to me known, who, being by me duly sworn, did depose and say that she/he is Assistant Secretary of Chevron Environmental Management Company the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

Scott Bank  
[Signature of Notary Public]



TRUSTEE

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]

of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

COLTEC INDUSTRIES INC  
[Name of Company]

[Signature]

JOHN R. MAYO  
[Printed Name]

ASST. SECRETARY / DEPUTY GEN. COUNSEL  
[Title]

State of NORTH CAROLINA

County of MECKLENBURG

On this 29 day of MARCH, 2007, before me personally came JOHN R. MAYO  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is ASSISTANT SECRETARY  
[Title]

of COLTEC INDUSTRIES INC, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

[Signature of Notary Public]  
[Signature of Notary Public]

**KANDACE HEINTZELMAN  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina  
My Commission Expires Nov. 1, 2011**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR** Conopco, Inc, d/b/a Unilever (as successor to CPC/Bestfoods, former parent of the Penick Corporation (facility located at 540 New York Avenue Lyndhurst, NJ))

[Name of Company]

  
[Signature]

Andrew Shakalis  
Associate General Counsel-  
Environmental & Safety  
as in-house counsel, acting  
on behalf of Conopco, Inc.

[Printed Name]

[Title]

State of Bergen

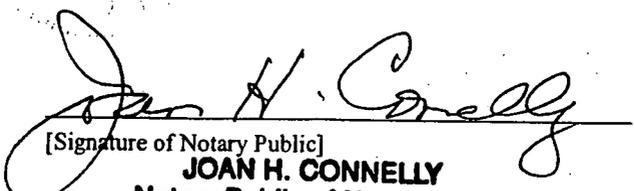
County of New Jersey

On this 26 day of March 2007, before me personally came Andrew Shakalis  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Assoc. GC  
[Title]

of Unilever, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]  
**JOAN H. CONNELLY**  
Notary Public of New Jersey  
Commission Expires 11/6/2011

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

CRODA INC  
[Name of Company]

[Signature]  
[Signature]

STEPHEN FISH  
[Printed Name]

C.F.O.  
[Title]

State of New Jersey

County of Middlesex

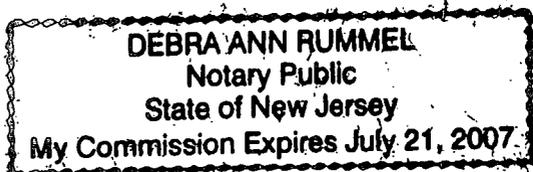
On this 16<sup>th</sup> day of March, 2007, before me personally came Stephen Fish  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is C.F.O  
[Title]

of Croda Inc, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

[Signature]  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

De Pont Company  
[Name of Company]

Bernard J. Reilly  
[Signature]

BERNARD J. REILLY  
[Printed Name]

Corporate Counsel  
[Title]

State of Delaware

County of New Castle

On this 21 day of March, 2007, before me personally came Bernard J. Reilly  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Corporate Counsel  
[Title]

E. J. du Pont de Nemours  
of and Company, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Denise A. Crew  
[Signature of Notary Public]

**DENISE A. CREW**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
My commission expires Feb. 7, 2011

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

EPEC Polymers, Inc.

[Name of Company]

*Robert W. Baker*

[Signature]

Robert W. Baker

[Printed Name]

Executive Vice President  
and General Counsel

[Title]

State of Texas

County of Harris

On this 16th day of March, 2007, before me personally came Robert W. Baker

[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Executive Vice President  
& General Counsel

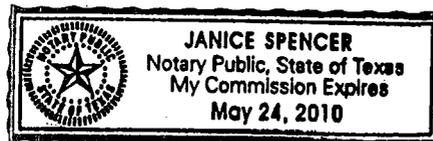
[Title]

of EPEC Polymers, Inc., the corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

Janice Spencer  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

EDEN WOOD CORPORATION  
[Name of Company]

Herbert B. Bennett Esq  
[Signature]

Herbert B. Bennett  
[Printed Name]

attorney for Eden Wood Corporation.  
[Title]

State of New Jersey

County of Meriden

On this 11<sup>th</sup> day of April, 2007, before me personally came Herbert B. Bennett  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is attorney  
[Title]

of Eden Wood Corp., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Cynthia L. LaPenna  
[Signature of Notary Public]

**CYNTHIA L. LAPENNA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Dec. 8, 2011**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Essex Chemical Corporation

[Name of Company]

  
[Signature]

Sandi VanWormer

[Printed Name]

Senior Attorney

[Title]

State of Michigan

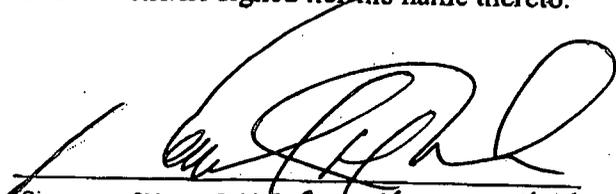
County of Midland

On this 29<sup>th</sup> day of MARCH, 2007, before me personally came Sandi VanWormer  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Senior Attorney  
[Title]

of Essex Chemical Corp the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public] an attorney-at-law  
State of New Jersey

**SIGNATURE PAGE**

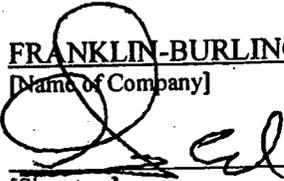
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

FRANKLIN-BURLINGTON PLASTICS, INC.

[Name of Company]

  
\_\_\_\_\_  
[Signature]

George A. Abd

[Printed Name]

President and CEO

[Title]

State of Missouri

County of St. Louis

On this 14<sup>th</sup> day of March, 2007, before me personally came George A. Abd

[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is President and CEO

[Title]

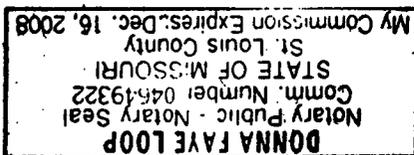
of Franklin-Burlington Plastics, Inc., the corporation described in and which executed the above

[Corporation]

instrument; and that she/he signed her/his name thereto.

  
\_\_\_\_\_  
[Signature of Notary Public]

[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

GARFIELD MORRIS CO. INC  
[Name of Company]

Charles Murray  
[Signature]

CHARLES MURRAY  
[Printed Name]

PRESIDENT  
[Title]

State of New Jersey

County of Bergen

On this 23<sup>rd</sup> day of March, 2007, before me personally came Charles Murray  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is PRESIDENT  
[Title]

of GARFIELD MORRIS CO. INC, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Helene Salame  
[Signature of Notary Public]

**HELENE SALAME**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 7/8/2007

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

GENERAL ELECTRIC COMPANY  
[Name of Company]

JANE GARDNER  
[Signature]

JANE GARDNER  
[Printed Name]

MANAGER - COUNSEL  
[Title]

State of PENNSYLVANIA

County of MONTGOMERY

On this 28 day of MAR, 2007, before me personally came JANE GARDNER  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is MANAGER  
[Title]

of GE CO, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Kathy S. Russo  
[Signature of Notary Public]

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathy S. Russo, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires Sept. 25, 2010  
Member, Pennsylvania Association of Notaries

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

General Motors Corporation  
[Name of Company]

James P. Waller  
[Signature]

JAMES P. WALLER  
[Printed Name]

Attorney, GENERAL MOTORS Legal Staff  
[Title]

State of Michigan

County of Wayne

On this 14 day of March, 2007, before me personally came James P. Waller  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that ~~she~~ he is Attorney  
[Title]

of GENERAL MOTORS, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Renad D. Miller  
[Signature of Notary Public]

**RENAD D. MILLER**  
Notary Public, Oakland County, MI  
My Commission Expires 07-21-2007

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Givaudan Fragrances Corp  
[Name of Company]

[Signature]

J. COLIN O'NEILL  
[Printed Name]

President  
[Title]

State of New Jersey

County of Bergen

On this 19 day of March, 2007, before me personally came John Colin O'Neill  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is President  
[Title]

of Givaudan Frag., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Suzanne Pellegrino  
[Signature of Notary Public]

SUZANNE PELLEGRINO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES NOV. 4, 2007

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Goodrich Corporation  
[Name of Company]

*Bruce C. Amig*  
[Signature]

Bruce C. Amig  
[Printed Name]

Director Global Remediation Services  
[Title]

State of North Carolina

County of Mecklenburg

On this 15<sup>th</sup> day of March, 2007, before me personally came Bruce C. Amig  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that he is Director Global  
[Title]

Remediation Services of Goodrich Corporation, the corporation described in and which  
[Corporation]

executed the above instrument; and that he signed his name thereto.

*Michele F. Schumann*  
[Signature of Notary Public]

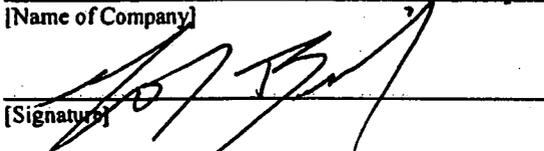
MICHELE F. SCHUMANN  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina  
My Commission Expires June 19, 2010

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Hess Corporation, on its own behalf and on  
behalf of Atlantic Richfield Company  
[Name of Company]

  
[Signature]

Dr. Gerald Bresnick  
[Printed Name]

Vice President, Environmental Health & Safety  
[Title]

State of New York  
County of New York

On this 26 day of MARCH 2007, before me personally came DR. Gerald Bresnick  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is V P E H + S  
[Title]

of Hess Corp., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

JANIS FIORELLI  
Notary Public, State Of New York  
No. 01-FI-4831564  
Qualified In Dutchess County  
Certificate Filed In New York County 07  
Commission Expires March 30, 20

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Hexcel Corporation  
[Name of Corporation]

Rodney P. Jenks Jr.  
[Signature]

Rodney P. Jenks Jr.  
[Printed Name]

Asst. Secretary  
[Title]

State of Connecticut

County of Fairfield

On this 20 day of March, 2007, before me personally came Rodney P. Jenks, Jr.  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Asst. Secretary  
[Title]

of Hexcel Corporation the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Angela Mitchell  
[Signature of Notary Public]

**ANGELA MITCHELL**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2011**

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE**

**TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

TRUSTEE

HOFFMANN-LA ROCHE INC. on its own behalf and on behalf of its affiliate,  
Roche Diagnostics.

[Name of Company]

[Signature]

FREDERICK C. KENTZ III

[Printed Name]

VICE PRESIDENT

[Title]

State of NEW JERSEY

County of ESSEX

On this 4<sup>th</sup> day of March, 2007, before me personally came FREDERICK C. KENTZ III

[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is VICE PRESIDENT

[Title]

of HOFFMANN LA ROCHE INC corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

Kathleen Dragos  
[Signature of Notary Public]

**KATHLEEN DRAGOS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 12/28/2007**

Apprv'd As To Form  
LAW DEPT.  
By JA



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Honeywell  
[Name of Company]

John J. Morris  
[Signature]

John J. Morris  
[Printed Name]

Remediation Portfolio Director  
[Title]

State of New Jersey

County of Passaic

On this 28<sup>th</sup> day of March, 2007, before me personally came John J. Morris  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Remediation Portfolio Director  
[Title]

of Honeywell, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Cheryl L. Toles  
[Signature of Notary Public]

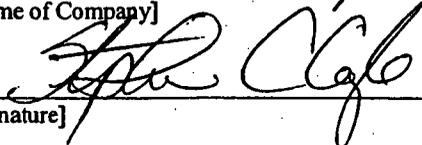
CHERYL L. TOLES  
State of New Jersey  
County of Passaic  
Expiration Date: 10/27/2010  
ID # 2336504

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

KAO BRANDS COMPANY  
[Name of Company]

  
[Signature]

STEPHEN C. CAGLE  
[Printed Name]

VICE PRESIDENT, PRODUCT SUPPLY  
[Title]

State of OHIO

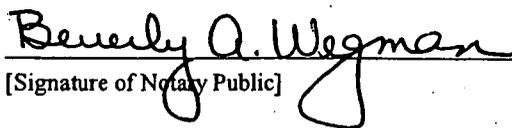
County of HAMILTON

On this 23<sup>RD</sup> day of MARCH, 2007, before me personally came STEPHEN C. CAGLE  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is VICE PRESIDENT, PRODUCT SUPPLY  
[Title]

of KAO BRANDS COMPANY, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

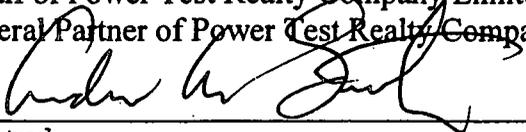
BEVERLY ANN WEGMAN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 06-07-09

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership



[Signature]

Andrew M. Smith  
President, Leemilt's Petroleum, Inc., and President, Getty Properties Corp.

State of New York

County of Nassau

On this 13 day of March, 2007, before me personally came Andrew M. Smith, to me known, who, being by me duly sworn, did depose and say that he is President of Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), and President of Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership, corporations described in and which executed the above instrument; and that he signed his name thereto for Leemilt's Petroleum, Inc. (successor to Power Test of New Jersey, Inc.), on its behalf and on behalf of Power Test Realty Company Limited Partnership and Getty Properties Corp., the General Partner of Power Test Realty Company Limited Partnership.



[Signature of Notary Public]

CHRISTINE FITTER  
Notary Public, State of New York  
No. 4948579  
Qualified in Suffolk County  
Certified in Nassau County  
Commission Expires March 20, 2011

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

LUCENT TECHNOLOGIES INC

[Name of Company]

Roy J. Femenella  
[Signature]

ROY J. FEMENELLA  
[Printed Name]

EHES VICE PRESIDENT  
[Title]

State of NEW JERSEY

County of UNION

On this 12 day of NOVEMBER, 2007, before me personally came ROY J. FEMENELLA  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is EHES VICE PRESIDENT  
[Title]

of LUCENT TECHNOLOGIES, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Nicole Hogan  
[Signature of Notary Public]

My Commission Expires  
October 31, 2010

State of Virginia  
County of James City

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Mallinckrodt Inc., a Delaware corporation  
[Name of Company]

Patricia H. Duft  
[Signature]

Patricia H. Duft  
[Printed Name]

Vice President  
[Title]

State of Missouri

County of St. Louis

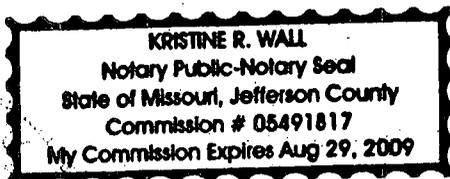
On this 21<sup>st</sup> day of March, 2007, before me personally came Patricia H. Duft  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Vice President  
[Title]

of Mallinckrodt Inc., a Delaware corp.  
[Corporation], the corporation described in and which executed the above instrument;

and that she/he signed her/his name thereto.

Kristine R. Wall  
[Signature of Notary Public]



**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR: Millennium Chemicals, Inc. affiliated entities MHC, Inc. (on behalf of itself and Walter Kidde & Company, Inc.) Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation) and Equistar Chemicals LP

By: Deborah W. Kryak  
MHC, Inc. on behalf of itself and Walter Kidde & Company, Inc.  
Title: Director, Retained Liabilities and Remediation  
Address: One Houston Center, Suite 700  
1221 McKinney Street  
Houston, TX 77010  
Phone Number: 713.309.2078

State of Texas

County of Harris

On this 23rd day of March, 2007, before me personally came Deborah W. Kryak  
[Name of Grantor]  
to me known, who, being by me duly sworn, did depose and say that she/he is Director, Retained Liabilities  
[Title]  
of MHC, Inc., the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

[Signature of Notary Public]  
Rachel Thomas



By: Deborah W. Kryak  
Millennium Petrochemicals, Inc. (f/k/a Quantum Chemical Corporation)  
Title: Director, Retained Liabilities and Remediation  
Address: One Houston Center, Suite 700  
1221McKinney Street  
Houston, TX 77010  
Phone Number: 713.309.2078

State of TEXAS

County of Harris

On this 23rd day of March, 2007, before me personally came Deborah W. Kryak  
[Name of Grantor]  
to me known, who, being by me duly sworn, did depose and say that she/he is Director, Retained Liabilities  
[Title]  
of Millennium Petrochemicals, Inc. the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

[Signature of Notary Public]

Rachel Thomas



By: Deborah W. Kryak  
Equistar Chemicals LP  
Title: Director, Retained Liabilities and Remediation  
Address: One Houston Center, Suite 700  
1221McKinney Street  
Houston, TX 77010  
Phone Number: 713.309.2078

State of Texas

County of Harris

On this 23rd day of March, 2007, before me personally came Deborah W. Kryak  
[Name of Grantor]  
to me known, who, being by me duly sworn, did depose and say that she/he is Director, Retained Liabilities  
[Title]  
of Equistar Chemicals LP the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

[Signature of Notary Public]

Rachel Thomas



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

National-Standard, LLC  
[Name of Company]  
*E. A. Roskovensky*  
[Signature]

E. A. Roskovensky  
[Printed Name]

President / CEO  
[Title]

State of Illinois

County of Cook

On this 3<sup>rd</sup> day of April, 2007, before me personally came E. A. Roskovensky  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is President / CEO  
[Title]

of National-Standard, LLC, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

*Yasmeen M. R. Wulf*  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Newell Rubbermaid Inc., on behalf of itself and its wholly-owned subsidiaries Goody Products, Inc. and Berol Corporation (as successor by merger to Faber-Castell Corporation)

\_\_\_\_\_  
[Name of Company]

  
\_\_\_\_\_  
[Signature]

Lori A. Prokes

\_\_\_\_\_  
[Printed Name]

Vice-President, Assistant General Counsel

\_\_\_\_\_  
[Title]

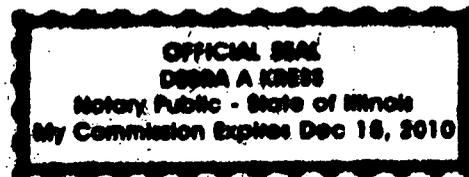
State of Illinois

County of DuPage

On this 2<sup>nd</sup> day of April, 2007, before me personally came Lori A. Prokes to me known, who, being by me duly sworn, did depose and say that she/he is V-P, Asst. General Counsel of Newell Rubbermaid Inc., the corporation described in and which executed the above instrument; [Corporation] and that she/he signed her/his name thereto.

  
\_\_\_\_\_  
[Signature of Notary Public]

[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

News Publishing Australia Ltd.  
[Name of Company]

*Peter Simshauser*  
[Signature]

Peter Simshauser  
[Printed Name]

Attorney  
[Title]

Commonwealth of Massachusetts

County of Suffolk

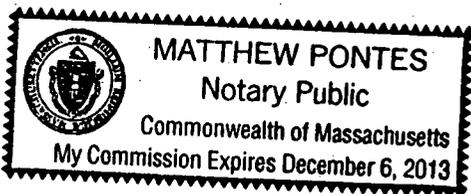
On this 21 day of March, 2007, before me personally came Peter Simshauser  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she ~~he~~ is Attorney  
[Title]

News Publishing  
of Australia Ltd., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

*Matthew Pontes*  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

NOVELIS CORPORATION (f/k/a Alcan Aluminum Corporation)

  
\_\_\_\_\_

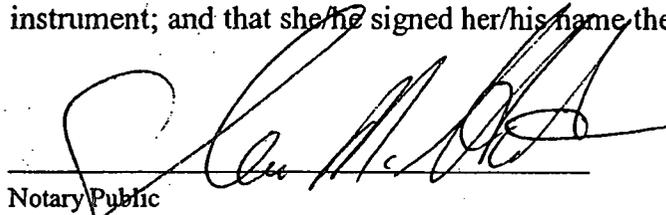
Charles R. Aley, Esq.

Vice-President, General Counsel & Secretary

State of Ohio

County of Cuyahoga

On this 21st day of March 2007, before me personally came Charles R. Aley to me known, who, being by me duly sworn, did depose and say that she/he is Vice-President, General Counsel & Secretary of Novelis Corporation, the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

  
\_\_\_\_\_

Notary Public

**SANDRA M. HUTCHINSON**  
**NOTARY PUBLIC - STATE OF OHIO**  
**My commission expires Mar. 9, 2009**

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

NPEC, INC. -----  
[Name of Company]

Joseph G. Gabriel  
[Signature]

Joseph G. Gabriel  
[Printed Name]

President  
[Title]

State of New York

County of Monroe

On this 20<sup>th</sup> day of March, 2007, before me personally came Joseph G. Gabriel  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is President  
[Title]

of NPEC, Inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Nancy A. Froome  
[Signature of Notary Public]

**NANCY A. FROOME**  
Notary Public, State of New York  
Qualified in Livingston County  
Commission Expires 4-3-10

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Occidental Chemical Corporation  
[Name of Company]

Dennis F. Blake  
[Signature]

Dennis F. Blake  
[Printed Name]

Senior Vice President - Business Analysis  
[Title]

State of Texas

County of Dallas

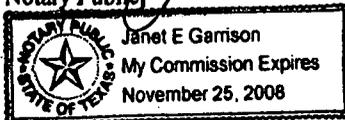
On this 2 day of April, 2007, before me personally came Dennis F. Blake  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is SVP Business Analysis  
[Title]

of Occidental Chemical, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Janet E. Garrison  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Maxus Energy Corporation

[Name of Company]

[Signature]

[Printed Name]

[Title]

State of

County of

On this 15<sup>th</sup> day of March, 2007, before me personally came

[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/~~he~~ is vice president

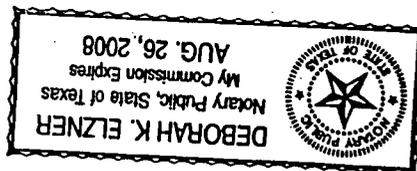
[Title]

of Maxus Energy Corp., the corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

Deborah K. Elzner  
[Signature of Notary Public]



**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Tierra Solutions, Inc.  
[Name of Company]

  
[Signature]

David Rabbe  
[Printed Name]

President  
[Title]

State of New Jersey

County of Middlesex

On this 19th day of March, 2007, before me personally came DAVID RABBE  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is President  
[Title]

of Tierra Solutions, Inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

SIGNATURE PAGE

IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE

TRUST AGREEMENT

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Otis Elevator Company  
[Name of Company]

Dennis M Mayer  
[Signature]

Dennis M Mayer  
[Printed Name]

Vice President & Counsel  
[Title]

State of Connecticut

County of Hartford

On this 19<sup>th</sup> day of March, 2007, before me personally came Dennis M. Mayer  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Vice President, Counsel  
[Title]

of Otis Elevator Co., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Kathleen M Vonty  
[Signature of Notary Public]

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Pharmacia Corporation (f/k/a/ Monsanto Company)

  
\_\_\_\_\_

*mms*

Jeffrey R. Klieve

Director, Environmental Affairs, Monsanto Company (Pharmacia's attorney-in-fact)

State of Missouri

County of St. Louis

On this 21<sup>st</sup> day of March, 2007, before me personally came Jeffrey R. Klieve to me known, who, being by me duly sworn, did depose and say that she/he is Director, Environmental Affairs of Monsanto Company acting as attorney-in-fact for Pharmacia Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto.

  
\_\_\_\_\_

[Signature of Notary Public]

BARBARA THOMAS  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES: JAN. 8, 2009  
COMMISSION #05407572

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

[Signature]  
[Signature of Grantor]

Sr. V.P. Santiago  
[Name and Title]

State of Pennsylvania  
County of Allegheny

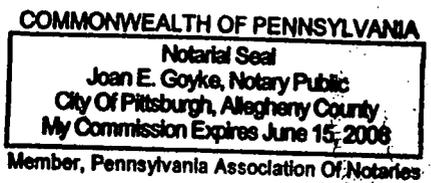
On this 12 day of MARCH, 2007, before me personally came Richard Alexander  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Senior VP  
[Title]

of PPG Industries Inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

[Signature]  
[Signature of Notary Public]



**TRUSTEE**

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]

of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Public Service Electric and Gas Company  
[Name of Company]

*R. Edwin Selover*  
[Signature]

R. Edwin Selover  
[Printed Name]

Executive Vice President and General Counsel  
[Title]

State of New Jersey

County of Essex

On this 26th day of March, 2007, before me personally came R. Edwin Selover  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Executive VP & General  
[Title] Counsel

of Public Service, the corporation described in and which executed the above instrument;  
[Corporation] Electric & Gas Company

and that she/he signed her/his name thereto.

*Maria Rodrigo*  
[Signature of Notary Public]

**MARIA RODRIGO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 5/4/2010**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Edward B. Mahony  
[Signature of Grantor]

Edward B. Mahony  
Executive Vice President, Chief Financial Officer and Treasurer

State of Connecticut  
County of Fairfield

On this 20<sup>th</sup> day of March, 2007, before me personally came Edward B. Mahony to me known, who, being by me duly sworn, did depose and say that she/he is Executive Vice President, Chief Financial Officer and Treasurer of Purdue Pharma Technologies, Inc., the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

Michaela S. Fossum  
[Signature of Notary Public]

**MICHAELA S. FOSSUM**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2009

**TRUSTEE**

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]

of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Quality Carriers, Inc. as successor to  
Chemical Leaman Tank Lines, Inc.  
[Name of Company]

*T B Page*  
[Signature]

Timothy B. Page  
[Printed Name]

Senior VP & CFO  
[Title]

State of Florida

County of Hillsborough

On this 22<sup>nd</sup> day of March, 2007, before me personally came Timothy B. Page  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Senior VP & CFO  
[Title]

of Quality Carriers, Inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

*Diane Helland*  
[Signature of Notary Public]

 **Diane Helland**  
Commission # DD587968  
Expires September 14, 2010  
Bonded 100k F&N - Insurance, Inc. 800-385-7019

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR Reichhold Inc

Scott R. Phillips  
[Signature of Grantor]

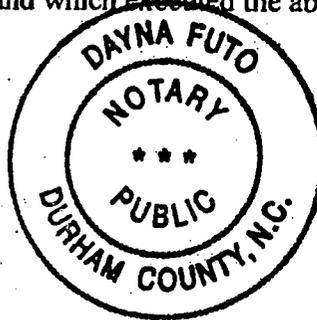
Asst. General Counsel  
[Name and Title] Scott R. Phillips

State of North Carolina  
County of Durham

On this 29th day of March, 2007, before me personally came Scott R. Phillips  
[Name of Grantor]  
to me known, who, being by me duly sworn, did depose and say that she/he is Asst. General Counsel  
[Title]  
of Reichhold Inc., the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

[Signature]  
[Signature of Notary Public]

My Commission Expires 2-2-2008.



TRUSTEE

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]  
to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]  
of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

SIGNATURE PAGE

IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Sequa Corporation  
[Name of Company]

[Signature]

Steven R. Lawson  
[Printed Name]

Vice President  
[Title]

State of NEW YORK

County of NEW YORK

On this 21<sup>st</sup> day of MARCH, 2007, before me personally came STEVEN R. LAWSON  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is VICE PRESIDENT  
[Title]

of SEQUA CORPORATION, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

[Signature]  
[Signature of Notary Public]

DIANE C. BUNT  
Notary Public, State of New York  
No. 02BU4985760  
Qualified in Westchester County  
Commission Expires October 12, 2009  
CERTIFICATE FILED IN NEW YORK COUNTY.

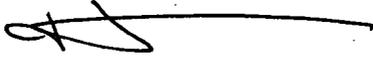
**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, including its former division Staley Chemical Company)  
[Name of Company]

  
\_\_\_\_\_  
[Signature]

John R. Holsinger \_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
Attorney at Law \_\_\_\_\_  
[Title]

State of New Jersey

County of Bergen

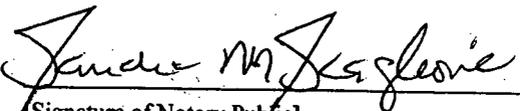
On this 16<sup>th</sup> day of March, 2007, before me personally came John R. Holsinger  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Attorney at Law  
[Title]

of Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company, and its former division Staley Chemical Company),

the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
\_\_\_\_\_  
[Signature of Notary Public]

**SANDRA M. SCAGLIONE  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10/09/2010**

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

TEVAL CORP

[Name of Company]

M. J. O. Driscoll - Levy

[Signature]

M. J. O. DRISCOLL - LEVY

[Printed Name]

PRESIDENT

[Title]

State of TEXAS

County of HARRIS

On this 19<sup>th</sup> day of MARCH, 2007, before me personally came M. J. O. DRISCOLL - LEVY

[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is PRESIDENT

[Title]

of TEVAL, the corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

B. Jayne Neme

[Signature of Notary Public]



**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Textron Inc  
[Name of Company]

[Signature]  
Jamieson Schiff  
[Printed Name]

Assistant General Counsel  
[Title]

State of Rhode Island

County of Providence

On this 16<sup>th</sup> day of March, 2007, before me personally came Jamieson Schiff  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Assistant General Counsel  
[Title]

of Textron Inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

[Signature]  
[Signature of Notary Public]

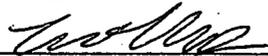


OFFICIAL SEAL  
TONYA N. LEMME  
NOTARY PUBLIC - RHODE ISLAND  
My Commission Expires 4-11-2009

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

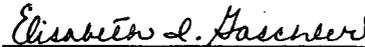
  
[Signature of Grantor]

*RFJ*

Robert Wowk, VP  
[Name and Title]

State of New Jersey  
County of Union

On this 6th day of April, 2007, before me personally came Robert Wowk  
[Name of Grantor]  
to me known, who, being by me duly sworn, did depose and say that she/he is VP  
[Title]  
of The BOC Group, Inc; the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

**ELISABETH I. GASCHLER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires October 25, 2008**

TRUSTEE

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]  
to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]  
of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]  
and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

The Hartz Consumer Group, Inc., on  
behalf of The Hartz Mountain Corporation  
[Name of Company]

  
[Signature]

Curtis B. Schwartz  
[Printed Name]

Vice Chairman  
[Title]

State of New Jersey

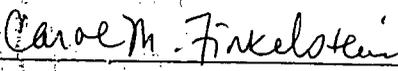
County of Hudson

On this 21<sup>st</sup> day of March, 2007, before me personally came Curtis B. Schwartz  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that he is Vice Chairman  
[Title]

of The Hartz Consumer Group, Inc., the corporation described in and which executed the  
above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
[Signature of Notary Public]

CAROL M. FINKELSTEIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 14, 2008

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE**

**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR THE NEWARK GROUP, INC.

By: Robert H. Mullen  
[Signature of Grantor]

Robert H. Mullen President & CEO  
[Name and Title]

State of New Jersey  
County of Union

On this 27 day of March, 2007, before me personally came Robert H. Mullen

to me known, who, being by me duly sworn, did depose and say that she/he is President & CEO  
[Title]

of The Newark Group, inc., the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

Lynn Pandure  
[Signature of Notary Public]

**LYNN PANDURE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 07 Feb 2010**

**TRUSTEE**

\_\_\_\_\_  
[Signature of Trustee]

\_\_\_\_\_  
[Name and Title]

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me personally came \_\_\_\_\_  
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is \_\_\_\_\_  
[Title]

of \_\_\_\_\_, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

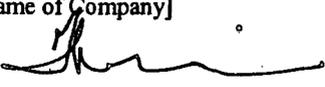


**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

The Stanley Works  
[Name of Company]

  
[Signature]

Theodore C. Morris  
[Printed Name]

Assistant Secretary  
[Title]

State of Connecticut

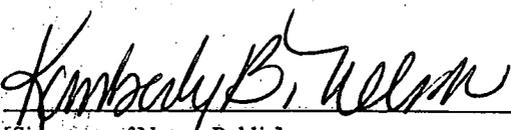
County of Hartford

On this 14<sup>th</sup> day of March, 2007, before me personally came Theodore C. Morris  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that ~~she~~/he is Assistant Secretary  
[Title]

of The Stanley Works, the corporation described in and which executed the above instrument;  
[Corporation]

and that ~~she~~/he signed ~~her~~/his name thereto.

  
[Signature of Notary Public]

Kimberly B. Nelson  
My Commission expires: July 31, 2009

SIGNATURE PAGE

IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Tiffany and Company

[Name of Company]

[Signature]

[Signature]

**Patrick B. Dorsey**

Senior Vice President, Secretary  
and General Counsel

[Printed Name]

[Title]

State of New York

New York

County of New York

New York

On this 30<sup>th</sup> day of March, 2007, before me personally came Patrick B. Dorsey

[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Senior Vice President  
Secretary and  
General Counsel

of Tiffany and Company the corporation described in and which executed the above instrument;

[Corporation]

and that she/he signed her/his name thereto.

Naina L. Rasheed

[Signature of Notary Public]

**Naina L. Rasheed**  
Notary Public, State of New York  
Registration No. 01RA6001489  
Qualified in Queens County  
Certificate Filed in New York County 2010  
My Commission Expires January 12, 2010

SIGNATURE PAGE

IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Vertellus Specialties Inc, f/k/a Reilly Industries, Inc.  
[Name of Company]

Anne M. Frye  
[Signature]

Anne M. Frye  
[Printed Name]

Vice President, General Counsel & Secretary  
[Title]

State of INDIANA

County of MARION

On this 21<sup>st</sup> day of MARCH, 2007, before me personally came ANNE M. FRYE  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Vice President, General  
of VERTELLUS SPECIALTIES INC, the corporation described in and which executed the above instrument;  
[Title] COUNSEL & SECRETARY  
[Corporation]

and that she/he signed her/his name thereto.

K. K. Lehman  
[Signature of Notary Public]

KRISTINA KATHE LEHMAN

MY COMMISSION EXPIRES: 5/16/2007  
COUNTY OF RESIDENCE: ELKHART

**SIGNATURE PAGE**  
**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE**  
**DIAMOND ALKALI SUPERFUND SITE**  
**TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Vulcan Materials Company

[Name of Company]

*William F. Denson, III*  
[Signature]

William F. Denson, III

[Printed Name]

Senior Vice President, General Counsel and Secretary  
[Title]

State of Alabama

County of Jefferson

On this 19th day of March, 2007, before me personally came William F. Denson, III  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that ~~she~~/he is Senior Vice President,  
[Title]

General Counsel and Secretary

of Vulcan Materials Company, the corporation described in and which executed the above instrument;  
[Corporation]

and that ~~she~~/he signed her/his name thereto.

*Robin O. Storey*  
[Signature of Notary Public]

 Commission Expires  
December 1, 2008

**SIGNATURE PAGE**

**IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE  
DIAMOND ALKALI SUPERFUND SITE  
TRUST AGREEMENT**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Wyeth, on behalf of Shulton, Inc.  
[Name of Company]

  
[Signature]

Steven A. Tasher  
[Printed Name]

Vice President  
[Title]

State of New Jersey

County of Morris

On this 20<sup>th</sup> day of March, 2007, before me personally came Steven A. Tasher  
[Name of Grantor]

to me known, who, being by me duly sworn, did depose and say that she/he is Vice President  
[Title]

of Wyeth, the corporation described in and which executed the above instrument;  
[Corporation]

and that she/he signed her/his name thereto.

  
Ronald J. Schott  
Attorney at Law, State of New Jersey